



JEPC | Jharkhand Education Project Council
Government of Jharkhand

SAMAGRA SIKSHA

EXPRESSION OF INTEREST

FOR

**GROUP ACCIDENTAL INSURANCE & GROUP INSURANCE AND
RETIREMENT BENEFIT POLICY**

OF

**PARA TEACHERS, BRP & CRP AND KGBV TEACHERS AND SUPPORT
STAFF**

JHARKHAND EDUCATION PROJECT COUNCIL

JSCA STADIUM ROAD, SECTOR-III

DHURWA, RANCHI – 834004

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Disclaimer

The information contained in this Request for Proposal document (“EOI”) or subsequently provided to Bidders, whether in documentary or any other form by or on behalf of the JEPC or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer by the JEPC to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by the JEPC in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This EOI may not be appropriate for all persons, and it is not possible for the JEPC, its employees or advisers to consider the objectives, technical expertise, and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, before placing reliance on aforesaid assumptions, assessments, statements and information [furnished in this EOI, by the JEPC and/or any of its consultant] conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI and obtain independent advice from appropriate sources. For avoidance of doubt, in case any Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information [furnished by the JEPC and/or its consultant, in this EOI], then the same shall not in any manner bind/make liable the JEPC and/or its consultant, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.

Information provided in this EOI to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The JEPC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The JEPC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way in this Selection Process.

The JEPC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this EOI.

The JEPC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI. The issue of this EOI does not imply that the JEPC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Services and the JEPC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the JEPC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the JEPC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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FOR
GROUP ACCIDENTAL INSURANCE & GROUP INSURANCE AND
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PARA TEACHERS, BRP & CRP AND KGBV TEACHERS AND SUPPORT
STAFF OF KGBV

Ref. No **JEPC/ME/01/1028/2020/2441**

Dated: 22/09/2022

1. JHARKHAND EDUCATION PROJECT COUNCIL, RANCHI invites Expression of Interest for Group Accidental Insurance Policy and Group Insurance Policy (Inclusive of Group Insurance Accidental and Normal Deaths) for approximately 68,000 Contractual Employees under Samagra Shiksha i.e. Para Teacher, Teaching and Non-Teaching staffs of Kasturba Gandhi Balika Vidyalayas and Block Resource Persons/Cluster Resource Persons working in various districts/blocks/cluster/schools situated across the State of Jharkhand.
2. Expression of interest are invited from all Life Insurance / General Insurance Companies registered with IRDA and having sound technical and financial strength (Solvency ratio 2018-19 and 2019-20 not less than 1.5 on the basis of audited balance sheet) for above mentioned officials working under Samagra Shiksha programme implemented by Jharkhand Education Project Council (JEPC), which could form the basis for future negotiations and ultimately a contract between indented companies and JEPC. No brokers are allowed in any form.
3. The bidder should submit the Technical and Financial proposal as prescribed in the bid document in two separate sealed envelopes. The first part will consist technical proposal and second part will have financial proposal.
4. The Insurance Company must have field office in Ranchi (Jharkhand) for proper coordination.
5. Bidders can see the detailed EoI on the official website of JEPC <https://jepc.jharkhand.gov.in/> in order to know the process for submitting the bids and the

other necessary directions. The complete bid document has been published on the website <https://jepc.jharkhand.gov.in/> for the purpose of downloading.

6. **Cost of Bid:** The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document of Rs. 10,000/- (Ten Thousand only) in the form of Demand Draft in the favour of **Jharkhand Education Project Council, Ranchi** payable at **Ranchi** which is Non-Refundable.

7. **(A) EMD:** Rs. 30 Lakhs (Thirty Lakhs) only in form of Bank Guarantee issued by any Nationalized Bank / Scheduled Bank in favour of **Jharkhand Education Project Council, Ranchi** payable at **Ranchi** and should be veiled for 6 month from the due date of tender and submit at JEPC office failing which the tender will be rejected.

(B) The original copy of Demand Draft and Bank Guarantee has to be submitted in the officer of State Project Director, Jharkhand Education Project Council on or before last date of submission of bid. A copy of cost of bid document receipt must be enclosed along with the Technical Bid Proposal failing which the bid will be summarily rejected. All the communications/correspondences including the bid documents should be physically signed, stamped on each page by the designated authorized representative of the bidder.

(C) EMD of all unsuccessful bidders would be refunded by JEPC within 1 month of the selection of successful bidder. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of performance Bank Guarantee as per the format provided.

(D) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

(E) The tender / proposal submitted without EMD, mentioned above will be summarily rejected.

(F) The EMD may be forfeited :-

(a) if a bidder withdraws its bid during the period of bid validity

(b) In case of successful bidder, if the bidder fails to sign the contract or provide performance Bank Guarantee in accordance with this EoI.

(G) Account details of JEPC (must be used if required by Bank for issuing BG)

Account Name: Jharkhand Education Project Council
Name of Bank: State Bank of India
Account Number: 32891692420
IFSC Code: SBIN0000207

(H) EMD Exemption is not allowed.

8. **Pre-bid meeting** will be held on 14/12/2021 at 01:00 PM In the conference Hall of the Jharkhand Education Project Council, JSCA Stadium Road, Sector III, Dhurwa, and Ranchi – 834004, Jharkhand.
9. The Technical Bid will be opened on the specified date & time in presence of Bidders of their authorized representative who chooses to attend. In the event of the date specified for bid receipt and opening being declared as a government holiday the due date for opening of bids will be the following working day at the appointed times.

10. The important dates regarding this expression of interest will be as follows:-

S. No.	Event	Date & Place
1	RFP issuing Authority	Jharkhand Education Project Council (JEPC)
2	Name of the Work	Health Insurance & Group Insurance and Retirement Benefit Policy
3	Tender processing fee	Rs 10,000.00/- (Ten Thousands only) in the form of DD in favour of “ Jharkhand Education Project Council ” payable at Ranchi .
4	Place of availability of Bid Document	https://jepc.jharkhand.gov.in/
5	Earnest Money Deposit (EMD)	Rs. 30,00,000/- (Rupees Thirty Lakhs Only) in the form of a Bank Guarantee (BG) issued by any Nationalized Bank / Scheduled Bank in favour of “ Jharkhand Education Project Council ” and payable at Ranchi and should be valid for at least 6 months from the due date of the tender & submit at JEPC office failing which the tender will be rejected.
6	Address of sending EMD	State Project Director, Jharkhand Education Project Council (JEPC) JSCA Stadium Road, Sector -3, Dhurwa, Ranchi-834004 (JHARKHAND). Ph.- 0651-2444502 Fax- 0651-2444506, E-mail: jepcranchi1@gmail.com .
7	Nature of Bid Process	Two Bid System- (Simultaneous receipt of separate technical and Financial bids)

8	Publishing of Expression of Interest in News	23.09.2022
9	Date of Pre-bid Meeting	30/09/2022 at 04:00 PM in Jharkhand Education Project Council, JSCA Stadium Road, Sector-III, Dhurwa, Ranchi -834004
10	Last Date of Submission of Bid	20/10/2022 upto 02:00 PM in Jharkhand Education Project Council, JSCA Stadium Road, Sector-III, Dhurwa, Ranchi -834004
11	Validity of Proposal/Bid	At least 180 days from date of Bid Submission
12	Date of Opening of Technical Bid	20/10/2022 at 04:00 PM in Jharkhand Education Project Council, JSCA Stadium Road, Sector-III, Dhurwa, Ranchi -834004
13	Finalization of successful bidder by the Committee.	Within three weeks of opening of the bid.
14	Date of Opening of Financial Bid	To be informed after finalization of technical bid

Note- JEPC reserves the right to amend document for RFP, schedules and critical dates. No communication in writing or through e-mail or any other mode will be sent by JEPC in this regard.

11. The State Project Director, JEPC, Ranchi reserves the right to cancel/extend the Expression of Interest at any time without assigning any reason and prior notice.

Sd/-
(Kiran Kumari Pasi)
State Project Director
Jharkhand Education Project Council, Ranchi.

Jharkhand Education Project Council

Invitation for Expression of Interest

For Group Accidental Insurance Policy And Group Insurance Policy (Inclusive of Group Insurance Accidental And Normal Death Both)

- 1) Expression of interest are invited from all Life Insurance / General Insurance Companies registered with IRDA and having sound technical and financial strength (Solvency ratio in three financial years 2018-19, 2019-20 and 2020-21, not less than 1:1 on the basis of audited balance sheet) for around 68000 contractual employees (Para Teachers, BRP&CRP and KGBV Teachers and support staff) working under Samagra Shiksha programme implemented by Jharkhand Education Project Council (JEPC), which could form the basis for future negotiations and ultimately a contract between indented companies and JEPC. No brokers/agents of the such companies are allowed in any form.
- 2) Insurance Company must have a full-fledged office in Ranchi for proper coordination.
- 3) The purpose of this assignment is to:
 - a) Enable the agency to express a professional opinion on the effectiveness of the overall insurance coverage.
 - b) Provide Insurance Policies with timely information on premium and benefit aspects of the policy.
- 4) The following documents are to be enclosed with the proposal at the time of its submission:-
 - a) Terms of reference (TOR) for the assignment (**Annexure-I**);
 - b) Technical Data Sheet (**Annexure-II**);
 - c) Performa for submission of Financial Bid (**Annexure-III**);
 - d) A Sample Draft Form of Contract for Insurance Agency under which the services will be performed (**Annexure-IV**);
- 5) The JEPC is registered society working under the Department of School Education and Literacy, Govt. of Jharkhand implementing various centrally sponsored programme for Universalisation of Elementary & Secondary Education funded by Ministry of Education, Govt. of India and State of Jharkhand intends to apply a portion of this fund for the purpose of these insurance to above mentioned employees under this contract.
- 6) Supplementary information for insurance agency:
 - a) Approach of methodology proceeds for carrying out the required work.

- b) Name and Designation of person who would be responsible for the service (At least two).
- c) The financial proposals should include the schedule of Price Bid inclusive of all taxes in **Annexure-III** with cost break-up for the work program indicated in the ToR.
- 7) **Pre-Bid meeting:** A pre-bid meeting will be held on 30/09/2022 at 04:00 PM in the conference hall of JEPC. If the agencies are interested to attend, they will send the name of their authorized representative prior to the pre-bid meeting. Any changes suggested in the pre-bid meeting should be submitted in writing in addition to verbal submission during the course of pre-bid meeting.
- 8) **The Submission of Proposals:** The proposals shall be submitted in two separate sealed envelopes for Technical and Financial bid as specified below at Para-9 addressed to the State Project Director, Jharkhand Education Project Council, JSCA Stadium Road, Sector-III, Dhurwa, Ranchi-834004, Jharkhand.
- 9) The “Technical” and “Financial” proposals must be submitted in two separately sealed Envelopes under one big envelope (sealed) following the formats/schedules given in the supplementary information by the participating Insurance companies' as given in Para-4 above. The “**Technical Proposals**” should include quality of the policy and benefit proposed and shall be considered as the paramount requirement, the description of the firm/ organization, its financial viability (solvency margin) & the firm general experience in the field of assignment, the proposed work plan methodology and approach in response to terms of reference.

The “**Financial proposals**” should contain the detailed premium price offer for one employee inclusive of all taxes, if any. The agency should fill up the financial bid Form placed at **Annexure-III** and to provide the relevant data.

10) Opening of proposal:

The Technical proposals will be opened by the Purchase Committee, JEPC, Ranchi in presence of the authorized representative of different firms on date mentioned above in this EoI in the conference hall of State Project Office, Jharkhand Education Project Council, Ranchi (JEPC), JSCA Stadium Road, Sector-III, Dhurwa, Ranchi-834004, Jharkhand. The financial proposal of the technically qualified firm shall be opened later. The firm, who will not be technically qualified, their original financial bid shall not be opened and will be returned to the bidding party.

11) Evaluation:

Technical and Financial evaluation will be done in succession.
The technical proposals will be evaluated using the following criteria.

- (a) (i) The agency’s relevant experience for the assignment.
- (ii) The quality of the policy and benefit proposed.

- (iii) Solvency ratio in three financial year 2018-19, 2019-20 and 2020-2021, not less than 1:1 on the basis of their last audited balance sheet. The financial bid of only technically qualified agencies shall be opened.
- (b) Financial proposal on **Annexure-III** will be evaluated along with the technical proposal compliance as placed at **Annexure-II**.

12) Deciding Award of Contract:

Quality of the policy and benefit proposal shall be considered as the paramount requirement. The decision of the award of the contract would be as under:-

- (a) The proposals shall be opened publicly in the presence of the Agency's representatives who choose to attend. The name of the agency, the policy and the proposed charges shall be read aloud and recorded when the proposals are opened. The tendering authority JEPC shall prepare minutes of the public opening.
- (b) The evaluation committee will determine whether the proposals are complete. The tendering authority JEPC will select the most beneficial among the bidders and will invite them for negotiations.
- (c) During negotiations, the agency must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by them, as may be required to adjudge the reasonableness of the price proposals. If the negotiation with the agency is successful, the award will be made to the agency. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with this agency, the services of next suitable agency shall be invited for negotiations. This process will be repeated till an agreed contract is concluded.
- 13) JEPC, Ranchi shall not be bound to select any of the firms only on the ground of submission of proposals, if not found suitable.
- 14) **Validity period** of the bid finalization shall be within 180 days from the date of submission of the proposal without any change in proposed price. The JEPC will make its best efforts to select the concerned agency / insurance company within this period.

(Kiran Kumari Pasi)

State Project Director

Jharkhand Education Project Council

Enclosures:

1. Annexure-I : Term of Reference
2. Annexure-II : Technical Data Sheet
3. Annexure-III : Data Sheet Performa for Quoting Price (Financial Bid)
4. Annexure-IV : Draft contract under which service will be performed.

TERMS OF REFERENCE FOR PROVIDING GROUP ACCIDENTAL INSURANCE (GAI) AND GROUP INSURANCE COVERING BOTH ACCIDENTAL AND NATURAL DEATH FOR CONTRACTUAL EMPLOYEES UNDER JEPC

- 1) **Background:** The Jharkhand Education Project Council (JEPC) is a autonomous body implementing various Central/state Sponsored Schemes. The Councils aims to Universalisation of Elementary Education, reducing dropouts and enhancing quality education in the State of of Jharkhand. At present 68000 contractual employees namely Para Teachers under Samagra Shiksha, Teaching and Non-Teaching staff Kasturba Gandhi Balika Vidyalaya and Block Resource Person (BRPs)/ Cluster Resource Persons (CRPs) working at District, Block Level and Schools across the State of Jharkhand.
- 2) **Objective of the assignment:** The objective of this assignment is to cover Group insurance and Group Accidental Insurance (GAI) Policy from an authorized agency which could provide a well designed and appropriate policy for the employees of JEPC. Addition of Employees to be included and removal to be excluded.
- 3) **Expectations from Insurance Agency:** The agency will have to submit a detail policy proposal consisting the best benefits and compensation for the employees of JEPC. This insurance coverage will be valid till the staff will remain working with JEPC and duty hour will be 24x7. The staff may retain the policy if they require so. In such cases, the agency will have to deal separately with the person concerned.
- 4) **Category wise insurance benefit required for contractual employees Para Teachers under Samagra Shiksha, Teaching and Non-Teaching staff Kasturba Gandhi Balika Vidyalaya and Block Resource Person (BRPs)/ Cluster Resource Persons (CRPs) working at District, Block Level and Schools across the State of Jharkhand is here as under :**
 - A) **Group Accidental Insurance (GIA) for approximately 68000 employees - Coverage for 5 Lakhs per employee under following facility should be included in the GIA. Accident will include snake bite :-**
 - i) Benefit and compensation in case of Partial permanent Disablement resulting in unemployable condition.
 - ii) Benefit and compensation in case of Permanent total disablement.
 - iii) Benefit and compensation in case of Death.
 - iv) Compensation for minor disability due to accident.
 - v) Coverage for immediate medical treatment due to admissible accidental claim inclusive of hospitalization on cashless basis .
 - vi) Declaration of Service Delivery conditions and Minimum time prescribed to settlement of Insurance Claims.

- vii) Requirement of Documents necessary for Insurance agreement above mentioned employees working under Samagra shiksha, JEPC.
- viii) The agency will have to declare the incremental benefits and its condition as and when applied by IRDA, if any.
- ix) Any other optional benefit, if any.
- x) The agency shall provide a technical support of two persons to the JEPC for the management of the scheme.

B) Group Insurance Policy for 68000 contractual employees as mentioned above for Group Insurance Covering Natural Death For Contractual Employees under Samagra Shiksha implemented by JEPC

- i) Benefit and compensation in case of natural Death during service period.
- ii) Declaration of Service Delivery conditions and Minimum time prescribed for settlement of Insurance Claims.
- iii) Benefit and compensation in case of Natural death with maximum claim of various options (one lakhs/ two lakhs/ three lakhs/ four lakhs and with maximum of five lakhs) per employee.
- iv) Benefit and compensation at maturity of the insurance policy at the time of retirement as per slabs in para(4 B iii) above .
- v) Requirement of Documents necessary for Insurance agreement with JEPC/ employees.
- vi) Any other optional benefit, if any.
- vii) The agency shall provide a technical support of two persons to the JEPC for the management of the scheme.

5) Tentative number of employees under different age group –

SNo	Age Group of the Employment (Range)	Number of Person working
1	Below 35	9242
2	35-45	31717
3	46 -55	25321
4	55 to 60	1720

6) Review Committee to Monitor the Agency's Services

A Review Committee may be constituted by the Samagara Shiksha Contractual Welfare Society constituted under JEPC to monitor the services of the agency providing Insurance Policy in the interest of the project and it's employees. The committee may also seek comments and in-puts on the agency's work if required in case of any service delay or other discrepancies arising out of agreement and may initiate legal action for relief. The Samagara Shiksha Contractual Welfare Society constituted under JEPC may consider to

extend the agreement once its services found to be satisfactory till the end of the project or may also terminate the agreement either in case of non-compliance of the service declaration or non fulfillment of the project objectives.

7) Extension of the Contract:

The contract will be reviewed every year by the Review Committee constituted by JEPC. In case the services of the company is found satisfactory it will be extended further for next year with same terms and conditions by the JEPC .

8) Time Schedule / Important date for the bid

S.No.	Event	Date & Place
1.	Publishing of Expression of Interest in News	23/09/2022
2.	Date of Pre bid meeting	30/09/2022 at 04:00 PM in Jharkhand Education Project Council, JSCA Stadium Road, Sector-III, Dhurwa, Ranchi -834004
3.	Last Date of Submission of Bid	20/10/2022 up to 02:00 PM in Jharkhand Education Project Council, JSCA Stadium Road, Sector-III, Dhurwa, Ranchi -834004
4	Date of Opening of Bid	20/10/2022 at 04:00 PM at Jharkhand Education Project Council, JSCA Stadium Road, Sector-III, Dhurwa, Ranchi- 834004
5	Finalization of successful bidder by the Committee.	Within three weeks of opening of the bid.
6	Signing of Insurance Policy Agreement with the most suitable and selected agencies.	Within four weeks of opening of the bid.

A. Technical Data Sheet for Group Accidental Insurance (GIA) coverage of Rs. 5.00 Lakhs

Technical information / compliance data sheet for selection of Agency for GIA for Para Teachers, BRP & CRP And KGBV Teachers And Support Staff

Sl. No.	Requirement Compliance / Any additional facility apart from requirement	Any Deviation or Additional Benefits for the employees	Please Mention Provide supporting documents, if any
1	Benefit and compensation in case of Partial permanent Disablement resulting in unemployable condition.		
2	Benefit and compensation in case of Permanent total disablement.		
3	Benefit and compensation in case of Death.		
4	Compensation for minor disability due to accident.		
5	Coverage for immediate medical treatment due to admissible accidental claim inclusive of hospitalization on cashless basis.		
6	Declaration of Services Delivery conditions and Minimum time period prescribed for settlement of insurance Claims.		
7	Requirement of Documents necessary for Insurance agreement above mentioned employees working under Samagra shiksha, JEPC		
8	The agency will have to declare the incremental benefits and its condition as and when applied by IRDA, if any.		
9	Optional benefit, if any		
10	The agency shall provide a technical support team of not less than two persons to the JEPC for technical management of the scheme.		

(Signature & Seal of Authorized Representative on behalf of Agency)

Place:

Date:

Performa for submission of Financial Bid

Sl. No.	Categories	Maximum Coverage (Rs.)	Age Group of the Employment (Range)	Premium amount (in Rs.) per person per year	Service Charges (%)	Total Premium (Rs.)
1	Category I	Group Accidental Insurance (GIA) coverage of Rs. 05 lakhs .	Below 35			
			35-45			
			46 & above			
2	Category II	Group Insurance for 1 Lakh	Below 35			
			35-45			
			46 - 55			
		55-60				
		Group Insurance for 2 Lakh	Below 35			
			35-45			
			46 - 55			
		55 - 60				
		Group Insurance for 3 Lakh	Below 35			
			35-45			
			46 - 55			
		55 - 60				
		Group Insurance for 4 Lakh	Below 35			
			35-45			
			46 - 55			
		55 - 60				
		Group Insurance for 5 Lakh	Below 35			
			35-45			
			46 - 55			
		55 - 60				
		Group Insurance for 6 Lakh	Below 35			
			35-45			
			46 - 55			
		55 - 60				
		Group Insurance for 7 Lakh	Below 35			
			35-45			
			46 - 55			
		55 - 60				
		Group Insurance for 8 Lakh	Below 35			
			35-45			
46 - 55						
55 - 60						
Group Insurance for 9 Lakh	Below 35					
	35-45					
	46 - 55					
55 - 60						
Group Insurance for 10 Lakh	Below 35					
	35-45					
	46 - 55					
55 - 60						

The number of working employees may increase/decrease depending upon the new recruitment / retirement of existing working staffs.

(Signature & Seal of Authorized
Representative Name of the Agency

Draft Letter of Contract for Insurance Agency

Subject:

(Name of Agency)

- 1) Set out below are the terms and conditions under which (Name of Agency) has agreed to carry out for (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.
- 2) For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide (Name of Agency) with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ days/months, during the period from _____ to _____.
- 3) The JEPC may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to inform the agency as early as possible, notice of any changes. In the event of termination, the (Name of Agency) shall be paid for the services provided to the date of termination, and the (Name of Agency) will provide the (Name of Client i.e. JEPC) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
- 4) The services to be performed, the estimated time to be spent will be in accordance with the attached Description of Services.
- 5) This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India.
- 6) This Contract will become effective upon confirmation of this letter on behalf of (Name of Agency) and will terminate on _____ or such other date as mutually agreed between the (Name of Client) and the (Name of Agency).
- 7) Payments for the services will not exceed an total amount of Rs. _____ .
- 8) The above charges include all the costs related to carrying out the services including over need and any taxes imposed on (Name of Agency).
- 9) The (Name of Agency) shall indemnify and hold harmless to the (Name of Client) against any and all claims, demands, and/or judgments of any nature brought against the (Name of the Borrower) arising out of the series by the (Name of Agency) under this Contact. The obligation under this paragraph shall survive the termination of this Contract.
- 10) The Agency agrees that, during the term of this Contract and after the termination, the Agency and any entity affiliated with the Agency, shall be disqualified from providing

goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

- 11) The Agency undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.
- 12) The agency will not assign this Contract or sub-contract any portion of it without the Client's prior written consent. The decision of the client shall be binding on the agency.
- 13) The (Name of Agency) shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
- 14) The (Name of Agency) also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.
- 15) Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication /arbitration in accordance with Arbitration & Conciliation Act 1996.

(Signature & Seal of Authorized
Representative on behalf of Agency
Representative)

(Signature & Seal with name of authorized
Clients)

Place:

Date: